

# Request for Proposals

## Cost Allocation Plan

### I. Introduction

Community Action Partnership of San Bernardino County (CAPSBC) is seeking proposals from interested and qualified organizations and firms to provide a cost allocation plan, under a fixed price contract not to exceed \$10,000 for a period not to exceed one (1) year beginning September 1, 2010 to September 1, 2011.

### II. Project Requirements

#### A. Background

CAPSBC is a private non-profit public benefit corporation with a 501(c)(3) status and is the designated "Community Action Agency" for San Bernardino County by the State of California. CAPSBC is one of the 1,100 Community Action Agencies nationwide dedicated to assisting low-income individuals and families to become stable and self-reliant. CAPSBC currently provides services benefiting over 800,000 San Bernardino County residents annually through the following programs:

- Energy, Education and Environmental Services
- Family Development Program
- Individual Development Accounts
- Food Bank
- Weatherization Training Center
- Homeless Management Information System

CAPSBC was a public entity until its transition in 2003 to a private Community Action Agency.

#### B. Task Description

CAPSBC is seeking a vendor to develop a cost allocation plan that will summarize, in writing, the methods and procedures that CAPSBC will use to allocate costs to various programs, grants, contracts and agreements.

### **C. Scope of Services**

The CAPSBC Cost Allocation Plan (CAP) should include at least the following elements:

- The allocation methods used for distributing the costs; using OMB Circular A-122 (Cost Principles for Non-Profit Organizations) guidelines, equitable distribution across benefitting programs and a consistent methodology that is traceable and measurable.
- The identification, accumulation, and distribution of allowable direct and indirect costs under subgrants and contracts.
- A description of each service or activity to be allocated, and units receiving the service.
- A list of the items of expenses included in the cost of services being allocated and the method used to distribute the cost of service to benefitting units. This would include all joint or pooled costs needed to be allocated (such as staff whose work benefits more than one cost objective, cost pools established for administrative costs and other types of pooled costs, and all other costs that cannot be readily assigned to a single cost objective).
- Personnel costs and distribution of salaries must be based on payrolls documented in accordance with the generally accepted practices of CAPSBC.
- A description of the types of services provided and their relevance to CAPSBC projects (generally called a Statement of Function and Benefit). This would include all CAPSBC and non-CAPSBC revenue sources and cost objectives.
- Supporting documents including, organization charts, program budget, financial reports and certification of the plan.

### III. Proposal Timeline

- A. RFP Release July 23, 2010
- B. Deadline to Submit Questions July 29, 2010
  - 1. All questions must be submitted in writing, no later than 4:00 pm on July 6, 2010 to the address listed in Section IV, Paragraph C. E-Mails and faxes are acceptable. E-Mail Subject Line must be: **CAPRFP**
  - 2. All prospective Proposers should submit their e-mail addresses, whether or not they have questions, no later than 4:00 pm on July 6, 2010 the address listed in Section IV, Paragraph C. E-Mails and faxes are acceptable. Answers to written questions will be e-mailed to all prospective Proposers.
- C. Tentative Date to e-mail answers to written questions: August 2, 2010
- D. Deadline for Proposal Submission August 9, 2010 by 4:00 pm
- E. Board Review/Approval of Proposal August 26, 2010
- F. Tentative date to send Award/Denial Letter to Proposers August 26, 2010
- G. Tentative date for awarding of contract August 27, 2010

### IV. Proposal Submission

- A. Proposals must be received no later than the date and time as specified in Section III, Paragraph D – Deadline for Proposal Submission. Proposals should include the items described below.
- B. One bound original and five (5) unbound copies of the written proposal are required.
- C. All correspondence, including proposals, must be submitted to:  
Juliette Bastian, Program Specialist - Administrative Support  
696 S. Tippecanoe Avenue  
San Bernardino, CA 92415-0515  
E-Mail: [jbastian@capsbc.sbcounty.gov](mailto:jbastian@capsbc.sbcounty.gov)  
(E-Mail Subject line must be: **CAPRFP**)

D. Proposals must be submitted by an individual authorized to submit proposals on behalf of the organization and should contain the following:

1. Summary of firm's background and experience on similar projects.
2. Name, phone number and address of at least three references from similar contracts.
3. A brief synopsis stating that the vendor understands the CAPSBC's needs and how the Vendor plans to meet these needs.
4. A detailed description of the proposed plan to achieve the Scope of Services, Section II, as understood by the vendor and the proposed timeline.
5. Cost. Itemize all costs required to accomplish the work by task. To itemize salaries, indicate each project team member's name and title, estimated number of hours to be worked by each, the hourly wage for each, and each employee's total salary for the work. Hourly wages submitted shall remain in effect until project completion. If the estimated number of hours worked is exceeded, CAPSBC bears no responsibility to compensate for those hours.
6. Any other pertinent information needed to evaluate proposal.

E. Contract Requirements

The firm selected is required to agree to the terms contained below. If a Proposer should have any objections, these objections must be addressed under the **CAPRFP** response to CAPSBC or the objections will be deemed to have been waived.

1. Indemnification and Insurance Requirements

a) Indemnification

The contractor agrees to indemnify, defend and hold harmless CAPSBC and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CAPSBC on account of any claim therefore, except where such indemnification is prohibited by law.

b) Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- (1) **Worker's Compensation** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
- (2) **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and nonowned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- (3) **Errors & Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- (4) **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

c) **Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming CAPSBC and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**d) Waiver of Subrogation Rights**

Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against CAPSBC, its officers, employees, agents, volunteers, contractors and subcontractors.

**e) Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CAPSBC.

**f) Proof of Coverage**

Contractor shall immediately furnish certificates of insurance to the CAPSBC Fiscal Department evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. **Within thirty (30) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.**

**2. Subcontracting**

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from CAPSBC. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

**3. Inaccuracies or Misrepresentations**

If in the course of this procurement or in the administration of a resulting contract, the CAPSBC determines that the vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the CAPSBC, the Proposer may be terminated from the procurement process or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the CAPSBC is entitled to pursue any available legal remedies.

4. **Disclosure of Civil and Criminal Proceedings**

The CAPSBC reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. CAPSBC also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

5. **Contract Compliance**

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on the above rules and regulations may be obtained from CAPSBC.

## **V. Proposal Conditions**

A. **Contingencies**

This request does not commit the CAPSBC to award a contract. The CAPSBC reserves the right to accept or reject any or all proposals or any part(s) of any or all proposals if the CAPSBC determines it is in the best interest of the CAPSBC to do so.

B. **Level of Service**

CAPSBC makes no assurances regarding minimum or maximum number of contracts awarded from this solicitation.

C. **Evaluation Process**

All proposals will be subject to a standard review process developed by CAPSBC. This includes technical review and evaluation, as well as cost evaluation, by CAPSBC staff. The primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance. Performance factors to be evaluated include past experience, delivery date of studies, cost effectiveness, quality of service, ability to provide complete and thorough documentation as required by CAPSBC.

**D. Incurred Costs**

This request does not commit the CAPSBC to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

**E. Contract Award**

Contract(s) will be awarded based on a competitive selection of proposals received.

**F. Contract Negotiations**

CAPSBC may require the potential contractors selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items of their proposals as may result from negotiations. The contents of the proposal of the successful Proposer will become contractual obligations, subject to negotiation, and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

**G. Final Authority**

The final authority to award contract rests solely with the Community Action Board of Directors.

**H. Acceptance of Terms and Conditions**

Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP, unless otherwise specified in the proposal.